Bangalore Development Authority

T.Chowdaiah Road, Kumara Park West, Bangalore-560 020

No. BDA/EE(Electrical)/Corrigendum/02/2023-2024 Date : 09-02-2024.

CORRIGENDUM

Sub : Tender for the work of Establishing of 2 Nos 2 x 31.5 MVA, 66/11 KV Substation at Byalakere & Somasettihalli Village and 1 Nos 3 x 31.5 MVA, 66/11KV sub-station at Doddabettahalli along with supply & laying of single Core, 1000 sqmm EHV UG cable on total turnkey basis including Design, Supply, Erection (including civil works), Testing and commissioning of all materials/ equipment in Dr. K Shivarama Karantha Layout, Bengaluru, under Two cover System

Ref : 1) This office Tender Notification No. BDA/ 2023-24/SS/ Work _INDENT 11 20.01.2024

With reference to the Tender Notification cited at reference the following shall be read as follows:

I. Technical Bid Document		
S.No	**Clause of Technical Bid document**	**Amendment made or To be read as**
1	Section 2: Clause 3.2 (b) (ii) Usually not less than Twenty Five(25) percent of length i.e 3.95 CKM (Circuit consists of 3 Nos of single core 1000SQmm)of EHV UG cable in the tendered voltage class OR above Voltage Class cumulatively in the last ten(10) years and shall be in satisfactory for a period of One (1) year prior to the date of submission of bid. *	Section 2: Clause 3.2 (b) (ii) Usually not less than Twenty Five (25) percent of required length i.e 3.95 CKM (Circuit consists of 3 Nos of single core) of EHV UG cable in the tendered voltage class OR above Voltage Class cumulatively in the last ten(10) years and shall be in satisfactory service for a period of One (1) year prior to the date of submission of bid. *
2	Section 2 Clause 3.6 Where, A = Maximum value of electrical works executed in any one year during the last five years (updated to FY 2023-2024) taking into account the completed as well as works in progress.	Section 2 Clause 3.6 A= Maximum value of Electrical works executed (Annual Turnover excluding 'only sales' in case of EHV cable manufacturer), duly certified by the Charted Accountant with their UDI number in any one year during the last five years (updated to FY 2023-2024) taking into account the completed as well as works in progress
3	Section 2 Clause 3.6 Note: i) The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.	Section 2 Clause 3.6 Note: i) The Statements showing the value of the existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed shall be countersigned by the employer in charge, not below the rank of Executive Engineer OR by the Chartered Accountant (CA) with UDI number, supported with copy of Work Order and latest audited RA bill of the respective works listed in the Statement.

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4	Section 2 : Clause 3.8PUBLIC SECTOR COMPANIES:	Deleted
5	Section 2, Clause 3.9 to 3.11	Deleted
6	Section 2: Clause 7 Content of Tender Documents Clause 7.1 , Section 1 to 11	The set of tender documents shall have all the Sections given in Page 2:
7	Section 2: Clause 7 Content of Tender Documents. Clause 7.2 & 7.3	Deleted
8	Section 2 Clause 10.1.1 First Electronic Document and Clause 10.1.2 Second Electronic Document	**10.1.1 First Electronic Document (Technical Bid)** (a) Earnest Money Deposit and Tender processing fee; (b) Eligibility criteria as per Clause 2 of ITT and Qualification Information as per formats given in Section 3 (c) The Form of Tender as in Section 4 **10.1.2 Second Electronic Document (Financial Bid)** (a) Priced Bill of quantities (Section 9); And any other materials required to be completed and submitted by Tenderers shall be in accordance with these instructions. The documents listed under Sections 3, 4, and 9 shall be filled in without exception. **10.2** Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract, provided he is eligible in those contracts stated in the IFT and in the aggregate as per Cl 3.4 of ITT under First Electronic Document (Technical Bid)
9	Section 2: Content of Tender Documents. Clause 10.3 to 10.7	Deleted
10	Section 2: Clause 11.5 to 11.16.2	Deleted
11	Section 2: Clause 12.2 : In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or e-mail. In such an event the Bid Security	Section 2: Clause 12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderer's responses shall be made in writing or by E mail. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but

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	provided under Clause 13.0 shall also be extended by the same period as the extension in the validity of the Bid. A Tenderer may refuse the request without becoming liable for forfeiture of his Bid Security (Earnest Money Deposit). A Tenderer agreeing to the request will not be required or permitted to modify his tender	will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.
12	Section 2 , Clause 14: **Format and Signing of Tender** **Clause 14.1 to 14.2**	Section 2 , Clause 14: **Format and Signing of Tender** 14.1 The Tenderer shall prepare electronic documents comprising the Tender as described in Clause 10 of the ITT and submit in the e-procurement portal at appropriate place. **14.2.** The Tenderer shall scan the original document by converting into electronic document file in conventional, clearly visible form (preferably in pdf format) to be uploaded in the Karnataka Public Procurement Portal along with scanned copies of requisite certificates, that are mentioned in different sections in the bid document and EMD shall be paid through OTC, NEFT or DEBIT CARD/ Credit Card through e-portal only. The Tenderer shall fill in rate in the unit rate column for all the items of the works described in the Bill of quantities on the Karnataka Public Procurement portal. The Tender price and the total tender price will be auto generated. **14.3** The Tender shall contain no alterations or additions, except those to comply with instructions issued by the employer.
13	Section 2, Clause 15 : Sealing and Marking of Tenders Clause 15.1 to 15.4	Section 2, Clause 15 : Sealing and Marking of Tenders **15.1** The tenderer shall upload the electronic tender documents in the format as specified in clause 14.2 under two tender document system on the Karnataka Public Procurement portal. 15.2 Deleted - (Not applicable for E-Tender). **15.3** Deleted - (Not applicable for E-Tender). 15.4 Deleted-(Not applicable for E-Tender).

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14	16.0 Deadline for submission of the Tenders: 16.1 Bid shall be uploaded to the e-procurement portal on or before the last date and time for submission of Bids indicated in Notification/e-procurement portal, failing which bidders cannot submit their bids as the e-Procurement system automatically locks the tender. Failure in uploading the documents in time, due to any reasons is not attributable to BDA. 16.2 The Employer may at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.	16.1 Deadline for submission of the Tenders: 16.1 Tenders must be received by the Employer through Karnataka Public Procurement portal (www.eproc.karnataka.gov.in). 16.2 The Employer may extend the deadline and notify on the Karnataka Public Procurement portal for submission of tenders by issuing an amendment in accordance with Clause 9.0, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline. 16.3 The Tenderer shall digitally sign their bids with their valid digital signature certificate (DSC) as issued under the Information Technology Act 2000 (Central Act 21 of 2000) and it shall be the responsibility of the Tenderer to ensure that their tender is submitted in the Karnataka Public procurement Portal within the last date and time specified for the receipt of the tenders (Rule 15 (4) of KTPP Rules 2000 as amended from time to time).
15	Section 2 Clause 17 Late Tenders Clause 17.1	Clause 17.1 The tenderer will not be able to submit the bid documents after the deadline, as the icon or the task will not be available on the Karnataka Public Procurement Portal
16	Section 2, Clause 18 Modification and Withdrawal of Tenders 18.1 Deleted. 18.2 Deleted. 18.3 No tender may be modified after the deadline for submission of Tenders. 18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the Earnest Money Deposit besides Blacklisting the firm for a period at the discretion of the Employer pursuant to Clause 13.	Section 2, Clause 18 Modification and Withdrawal of Tenders 18.1 Tenderers may "modify" the contents of the Electronic tender documents or withdraw their tender on Karnataka Public Procurement Portal before deadline prescribed in clause 16. 18.2 Deleted-(Not applicable for E-Tender) 18.3 No Tender may be modified after the deadline for submission of Tenders. 18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as

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	18.5 Deleted	extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13. 18.5 Tenderer may only offer discounts to or otherwise modify the process of their tenders by submitting tender Modifications in accordance with this clause, or included in the original Tender submission.
17	Section 2 , Clause 19.0 : Opening of Technical Bid of all Tenders and evaluation to determine qualified Tenderers: Clause 19.1 to 19.7	19.1 The Employer or representative will open the tender of First Electronic Document of the Tenders received, in Karnataka Public Procurement Portal at the Office of the Executive Engineer *(Electrical Division),* Bangalore Development Authority, *Kumara Park West, T.Chowdaiah Road, Bengaluru-560020*on the designated date and time in the presence of the tenderers or their representatives who wish to be present physically at the tender opening place. In the event of the designated date of the First Electronic document of the tenders opening being declared a holiday for the employer, the tenders will be opened on the designated time and location on next working day. **19.2 DELETED (Not applicable for E Tender)** **19.3** The tenders which have been submitted in Karnataka Public Procurement Portal and whose tender payments were successfully received shall be opened. **19.4** The Employer shall prepare minutes of the First Electronic Document Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3. **DELETED (Not applicable for E Tender)** **19.6** The Employer will evaluate and determine whether each tender, (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause 13 and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

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18	Section 2: Clause 20, Opening of Item Wise Financial Bid of qualified Tenderers and Evaluation Clause 20.1 t0 20.4	Section 2: Clause 20, **Opening of Second Electronic Document of Qualified Tenderers and Evaluation** 20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening Second Electronic Document containing the price tenders. The Employer will open the Second Electronic Document of Qualified Tenderers at the appointed time and date, without requiring the presence of qualified Tenders or in presence of the authorized representatives who choose to attend. In the event of the specified date of Second Electronic Document opening being declared a holiday for the Employer, the Second Electronic Document will be opened at the appointed time and location on the next working day. **20.2 Deleted (Not Applicable for E - Tender)** **20.3** The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts and such other details as the Employer may consider appropriate will be announced by the Employer at the opening, if any of the bidders or their representatives present physically at the tender opening place. No Tender shall be rejected at Tender opening. **20.4** The Employer shall prepare minutes of the Second Electronic Document Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.
19	Section 2: Clause 21.2 to 21.4	Deleted
20	Section 2: Clause 23 : Examination of Tenders and determination of responsiveness Clause 23.1 to 23.4	Section 2: Clause 23 : Examination of Tenders and determination of responsiveness 23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tenders substantially responsive to the requirements of the Tender documents. 23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material

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		deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders. 23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
21	Section 2, Clause 24.0 Correction of errors: Clause 24.1	Section 2, Clause 24.0 Correction of errors Clause 24.1 Tenders determined to be substantially responsive will be checked by the employer for any arithmetic errors. Errors will be corrected by the employer as follows: (a) Where there is a discrepancy between the rates in figure and words the lower of the two will govern; and. Where there is a discrepancy between the unit rates and the line item total resulting from multiplying the unit rate by the quantity the unit rate as quoted will govern.
22	Section 2 , Clause 24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited besides Blacklisting the firm for a period at the discretion of the Employer in accordance with Sub-Clause 13.6 (b).	Section 2, Clause 24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).
23	Section 2 Clause 24.3	Deleted
24	Section 2: Clause 25.1 The Employer	Section 2: Clause 25.1 The Employer will

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	will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23. The Technical and Commercial evaluations will be carried out offline.	evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.
25	Section 2: Clause 25.4	Section 2: Clause 25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation.
26	Section 2: Clause 25.6, 25.7 , 25.8, 25.8, 25.9 & 25.9	Deleted
27	Section 2: Clause 26 Subject to Clause 27 of ITT, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be a) eligible in accordance with the provisions of Clause 2 and Clause 3 of ITT, and b) Qualified to perform the contract satisfactorily in accordance with the provisions of Clause 3 of ITT. The Owner shall be the sole judge in this regard.	Section 2: Clause 26 Subject to Clause 27 of ITT, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be a) eligible in accordance with the provisions of Clause 2, and b) Qualified to perform the contract satisfactorily in accordance with the provisions of Clause 3 of ITT.
28	Section 2, Clause 29.0 Security deposit /Contract Performance Guarantee: Clause 29.1 to 29.10	Section 2, Clause 29.0 Security deposit /Contract Performance Guarantee: 29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Works Contract Price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract. - Banker's Cheque/Demand draft,/Pay Order in favor of Executive Engineer (Electrical Division), Bangalore Development Authority (BDA), Kumara park west Bengaluru-

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		560020 payable at Bengaluru or - A Bank Guarantee in the form given in Section 10; or - Specified small savings instruments pledged to Executive Engineer,(Electrical Division), Bangalore Development Authority (BDA), Kumara park west Bengaluru-560020. 29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank. 29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor. 29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.
29	Section 2 , Clause 30 : Advance Payment and Security: - Not provisioned	Advance Payment : The employer will provide an advance payment on the contract price as stipulated in the conditions of contract, subject to maximum amount as stated in the Contract Data
30	Section 2 Clause 31.1 The GOK/BDA requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK /BDA: a) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; b) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK/BDA contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK /BDA contract.	Section 2 Clause 31.1 The GOK/BDA requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK /BDA: a) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; b) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK/BDA contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK /BDA contract. c) Employer shall initiate action as per Rule 26A and 26C of Karnataka Transparency Public Procurements Rules, 2000 and as

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		amended in respect of Debarment of Tenderers or Contractor
31	Section – 3: Clause 1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per approved Activity chart.	Section 3 Clause 1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
32	Section 3 Also refer uploaded Techno-commercial sheets for formats to be filled in e-procurement portal.	Deleted
33	Section 4 : Formats of Annexures, Annexure - II, Performa of Bank Guarantee for EMD / Bid Security We, the .....Bank at .....having our Head Office at (local address) Guarantee and undertake to pay immediately on demand by Karnataka Power Transmission Corporation Limited the	Section 4 : Formats of Annexures, Annexure - II, Performa of Bank Guarantee for EMD / Bid Security We, the .....Bank at .....having our Head Office at (local address) Guarantee and undertake to pay immediately on demand by Bangalore Development Authority the
34	Section 4 : Formats of Annexures Annexure –VII Annexure - VIII Annexure - XII	Deleted
35	Section 4 : Formats of Annexures Annexure X	As per K/W 4 (Ref standard bid document available in GOK, Finance Department , copy uploaded in KPPP)
36	Section 4 : Formats of Annexures Annexure- XIII Consortium / Join Venture Agreement (On Non – Judicial stamp Paper of Rs 200/-)	Section 4 Annexure- XIII Consortium / Join Venture Agreement (on stamp Paper of Rs 500/- and Registered at Bengaluru)
37	Section 4 Annexure- XV Proforma of Power of Attorney for Consortium / Join Venture Agreement (On Non – Judicial stamp Paper of Rs 100/-)	Section 4 Annexure- XV Proforma of Power of Attorney for Consortium / Join Venture Agreement (On stamp Paper of Rs 500/- and Registered at Bengaluru)
38	Section 5 Clause 1.1 "Freak Rate": The unit rate of an item over and above 25% of the Schedule of Rates applicable at the time of	Freak Rate – Deleted Freak Rate": The unit rate of an item over and above 25% of the Schedule of

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	according approval to award of contract is defined as "Freak Rate".	Rates is considered as seriously unbalanced and will be dealt with as per clause 25.5 ITT, Further, such item will be negotiated to make unit rate below the quoted freak rate before approval and award of contract.
39	Section 5: Clause 2.2.1 1) Detailed Work Ward 2) Agreement 3) Letter of acceptance to Award the Contract, notice to proceed with the works) and any agreed variations of the Conditions of the Documents and Special Terms and Conditions of Contract, if any 4) Contractor's Tender and the Documents attached thereto including the Letters of Clarifications thereto between the Contractor and the Owner prior to the Award of Contract except to the extent of repugnancy 5) Contract Data 6) Invitations for Tender, Instructions to Tenderers, Conditions of Contract, Special Conditions of Contract, Contractors Bid Proposal Sheets 7) Specifications of the Equipment/ Material to be furnished and Erected under the Contract as brought out in the accompanying Technical Specifications and Data Requirement Sheets. 8) Drawings 9) All the Materials, Literature, Data and Information of any sort given by the Contractor along with his Bid, subject to the approval of the Owner 10) Any other document listed in the Contract as forming part of the Contract	Section 5: Clause 2.2.1 i) Agreement ii) Letter of Acceptance; ii) Notice to proceed with the works; iii) Contractor's Tender; iv) Contract Data; v) Conditions of contract (including Special Conditions of Contract); vi) Specifications; vii) Drawings; viii) Bill of Quantities; and ix) Any other document listed in the Contract Data as forming part of the contract.
40	Section 5: Clause 2.2.2 and 2.2.3	Deleted
41	Section 5: Clause 18.6, 18.7 & 18.8	Deleted
42	Section 5 : Clause 25.3 to 25.7	Deleted
43	Section 5: Clause 33.3	Deleted
44	Section 5: Clause 34.4 The Contractor	Section 5: Clause 34.4 The Contractor

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	shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Competent Authority has to be obtained for the variation as per prevailing norms of BDA.	shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer
45	Section 5 : Clause 34.5 to 34.11	Deleted
46	35. Payments for Variations/ Change of Quantity:* 35.1 to 35. 9	35. Payments for Variations/ Change of Quantity:* 35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor. 35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract
47	Section Clause 36.1 to 36.3	36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously. 36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events. 36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

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48	Section 5 :37 Payments 37.1 Payments shall be adjusted for deductions other than recoveries in terms of contract and taxes, at source, as applicable under the law.	Section 5: 37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill.
49	Section 5 : Clause 37.4 to 37.7	Deleted
50	Section 5: Clause 40.1 R = Total value of work done during the quarter. It would include the amount of secured advance for materials as paid for (if any) during the quarter, less the amount of the secured advance recovered during the quarter. It will exclude value for works executed under variations for which Price Adjustment (if any) will be worked out separately based on the terms mutually agreed. It will also exclude the value of work done during the quarter which was programed to be done prior to this quarter as per the work schedule in the agreement.	R = Total value of work done during the quarter. It will exclude value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.
51	Section 5 Clause 40.5: Price Adjustment, The Prices, only for the following items, quoted by the Bidder which are "Own manufactured" shall be VARIABLE in accordance with the relevant IEEMA/CACMAI price variation formula and indices without ceiling during the contractual period. Price Variation is not admissible for other items.	Section Clause 40.5: Price Adjustment, The Prices, only for the following items, quoted by the Bidder which are "Own manufactured / Bought Out" shall be VARIABLE in accordance with the relevant IEEMA/CACMAI price variation formula and indices without ceiling during the contractual period. Price Variation is not admissible for other items. (As per the KPTCL Circular No B 19/345/85-86 EO NO 73842 dated 27 Sep 2023)
52	Section 5: Clause 40.6	Deleted
53	Section 5, Clause 41. Penalty: 41.1 The Contractor shall pay Penalty to the Employer at the rate per day stated in clause no. 41.3 that the Commissioning Date is later than the Intended Commissioning Date (for the whole of the works or the milestone/stages as stated in approved Activity chart). The total amount of Penalty shall not exceed the amount as in clause no. 41.3.5. The Employer may deduct Penalty from payments due to the Contractor. Payment of Penalty does not affect the Contractor's liabilities. 41.2 If the Intended Commissioning	Section 5 , Clause 41.0 Liquidated damages 41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities. 41.2 If the Intended Completion Date is extended after liquidated damages have been

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	Date is extended after Penalty have been paid, the Employer shall correct any overpayment of Penalty by the Contractor by adjusting the next payment of bill.	paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.
54	Section 5, Clause 41.3.5 to 41.3.7	Deleted
55	Section 5 : Clause 42 Advance Payment Clause 42.1 Deleted Clause 42.2 Deleted Clause 42.3 Deleted	Restored as per K/W-4 Section 5, Clause 42 :Advance Payments: Clause 42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment. Clause 42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer. Clause 42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.
56	Section 5: Clause 45.1 The Contractor shall request the Employer to issue a Certificate of Commissioning of the Works and the Employer will do so upon deciding that the Work is commissioned in all respects.	Section 5: 45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.
57	Section 5, Clause 46.0 TAKING OVER AND PRE-COMMISSIONING TESTS Clause 46.1 to 46.5	Taking over 46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

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<tr><th colspan="3">I. Technical Bid Document</th></tr>
<tr><th>S.No</th><th>Clause of Technical Bid document</th><th>Amendment made or To be read as</th></tr>
<tr><td>58</td><td>Section 5: Clause 49. 6 to 49 .10</td><td>Deleted</td></tr>
<tr><td>59</td><td>F: Special Condition of the Contract
Clause 5 : The Road Restoration work is to be done through concerned Turnkey Contractor whom the UG cable works are awarded at the prevalent KPWD UNISR for Road Restoration in BBMP area and also for other than BBMP areas.</td><td>Deleted</td></tr>
<tr><td>60</td><td>F: Special Condition of the Contract
Clause 7.</td><td>Deleted</td></tr>
<tr><td>61</td><td>F: Special Condition of the Contract
Clause 8.2.1 A: During non-freak rates:
The terms of Payments will be as stated below;</td><td>F: Special Condition of the Contract
The terms of Payments will be as stated below;
8.2.1 A. STAGES OF PAYMENT:
The terms of Payments will be as stated below;
1. Electrical Material Components
<table>
<tr><td></td><td>Supply of material as per specification and approval/ acceptance by BDA & KPTCL</td><td>Erection / Installation</td><td>Testing , Trail Run and Commissioning</td></tr>
<tr><td>Contract Price
(A + B + C = 100%)</td><td>A</td><td>B</td><td>C</td></tr>
<tr><td colspan="4">Stage of Payment- Breakdown</td></tr>
<tr><td>Supply of material as per Specification and approval</td><td>55% of A</td><td>Nil</td><td>Nil</td></tr>
<tr><td>Erection/ Installation</td><td>25% of A</td><td>90% of B</td><td>Nil</td></tr>
<tr><td>Testing Trail Run and Commissioning</td><td>15% of A</td><td>5% of B</td><td>95% of C</td></tr>
<tr><td>Handing over & Taking Over</td><td>5% of A</td><td>5% of B</td><td>5% of C</td></tr>
</table>
2. Civil Work Components: Civil Works will be paid Item wise as per actual measurement, to the satisfaction of Engineer in Charge.</td></tr>
<tr><td>62</td><td>F: Special Condition of the Contract
Clause 8.2.1 B. During Freak rates: Clause 1 to 5</td><td>Deleted</td></tr>
<tr><td>63</td><td>F: Special Condition of the Contract
Clause 8.3 to 8.10</td><td>Deleted</td></tr>
<tr><td>64</td><td>F. Special Condition of Contract
Clause 10.3 Note:
The Successful Bidder shall have to furnish 5% Performance Bank Guarantee on the cost of 66kV EHV Cable and Cable Accessories for a total period of 60 months instead of Extrusion</td><td>F. Special Condition of Contract
Clause 10.3 Note:
The Successful Bidder shall have to furnish 5% Performance Bank Guarantee on the cost of 66kV EHV Cable and Cable Accessories for a total period of 60 months.</td></tr>
</table>

<table>
<tr><td colspan="3">I. Technical Bid Document</td></tr>
<tr><td>S.No</td><td>Clause of Technical Bid document</td><td>Amendment made or To be read as</td></tr>
<tr><td>65</td><td>F: Special Condition of the Contract
Clause 14 to 38</td><td>Deleted</td></tr>
<tr><td>66</td><td>Contract Data

.....The maximum amount of penalty for the whole of the works [Clause – 41 of CC] is ten percent of final contract price.

As-Built Drawings:
The date by which “as-built” drawings in 5 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [Clause – 48 of CC].....</td><td>Contract Data

.....The maximum amount of penalty for the whole of the works [Clause – 41 of CC] is ten percent of final contract price.
<u>Advance payment</u>
The amounts of the advance payment are: [42]

<table>
<tr><td>Nature of Advance</td><td>Amount (Rs.)</td><td>Conditions to be fulfilled</td></tr>
<tr><td>Mobilization</td><td>5% of the Contract price.</td><td>On submission of un-conditional Bank Guarantee (to be drawn before end of 20% of Contract period)</td></tr>
</table>
(The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above conditions).
Repayment of advance payment for mobilization : [42]
The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price or months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.
As-Built Drawings:
The date by which “as-built” drawings in 5 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [Clause – 48 of CC].....</td></tr>
</table>

II. BOQ Items of Financial Bid		
Sl.NO	**BoQ Item Number**	**Amendment made or To be read as**
1	**BOQ , Item No BE 96** 11kV Switchgear: 11 kV MCVCB, 500 MVA, 25 kA, 1600 A incomer, 1250 A feeder (SCADA compatible) (2IC+1BC+16F+4CB+1AP) (Including Supply, Erection, testing and Commissioning) (As per Layout Drawing and KPTCL Standards). Annuciator panel shall be simplex panel instead of desk type mentioned else where in specification. Note:1. The switchgear for capacitor bank shall have necessary over voltage/under voltage/circulating current relays and other protection relays as per specification. 2. The remote Announciator cum control panel is simplex type. 3. The electronic trivector meters with ABT features has to be provided. 4. The switchgear will be supplied by KPTCL and the bidder has to quote for complete scope of erection of switchgear including moving the switchgear from the point of unloading to the point of erection, erection of the complete switchgear, wiring of switchgear, testing and commissioning etc., complete.	**BOQ , Item No BE 96** 11kV Switchgear: 11 kV MCVCB, 500 MVA, 25 kA, 1600 A incomer, 1250 A feeder (SCADA compatible) (2IC+1BC+16F+4CB+1AP) (Including Supply, Erection, testing and Commissioning) (As per Layout Drawing and KPTCL Standards). Annuciator panel shall be simplex panel instead of desk type mentioned else where in specification. Note:1. The switchgear for capacitor bank shall have necessary over voltage/under voltage/circulating current relays and other protection relays as per specification. 2. The remote Announciator cum control panel is simplex type. 3. The electronic trivector meters with ABT features has to be provided. 4. the bidder has to quote for complete supplying, erection, commissioning, testing, trail running, etc., complete.
2	**BOQ , Item No BE 97** 11kV Switchgear: 11 kV MCVCB, 500 MVA, 25 kA, 1600 A incomer, 1250 A feeder (SCADA compatible) (3IC+2BC+24F+4CB+1AP) (Including Supply, Erection, testing and Commissioning) (As per Layout Drawing and KPTCL Standards). Annuciator panel shall be simplex panel instead of desk type mentioned else where in specification. Note:1. The switchgear for capacitor bank shall have necessary over voltage/under voltage/circulating current relays and other protection relays as per specification. 2. The remote Announciator cum control panel is simplex type. 3. The electronic trivector meters with ABT features has to be provided. 4. The switchgear will be supplied by KPTCL and the bidder has to quote for complete scope of erection of switchgear including moving the switchgear from the point of unloading to the point of erection, erection of the complete switchgear, wiring of switchgear, testing and commissioning etc., complete.	**BOQ , Item No BE 97** 11kV Switchgear: 11 kV MCVCB, 500 MVA, 25 kA, 1600 A incomer, 1250 A feeder (SCADA compatible) (3IC+2BC+24F+4CB+1AP) (Including Supply, Erection, testing and Commissioning) (As per Layout Drawing and KPTCL Standards). Annuciator panel shall be simplex panel instead of desk type mentioned else where in specification. Note:1. The switchgear for capacitor bank shall have necessary over voltage/under voltage/circulating current relays and other protection relays as per specification. 2. The remote Announciator cum control panel is simplex type. 3. The electronic trivector meters with ABT features has to be provided. 4. The bidder has to quote for complete supplying, erection, commissioning, testing, trail running, etc., complete.

The other conditions of the tender remain unaltered. Any clarifications may please be obtained from the Office of the Executive Engineer, Electrical Division, B Block, 2nd floor,

Bangalore Development Authority, T.Chowdaiah Road, Kumara Park West, Bengaluru -560 020 on all working days between 3:30 pm and 5:30 pm during the office hours.

09/07/2024

Executive Engineer
Electrical Division
Bangalore Development Authority
Bengaluru.

Copy submitted for kind information to:

1. Commissioner, BDA, Bengaluru.
2. The Chairperson, Karnataka State Pre-tender Scrutiny Committee, K.R. Circle, Bengaluru.
3. Technical Advisor to Dr Shivarama Karamtha Layout, BDA, Bengaluru.
4. Engineer Member, BDA, Bengaluru.
5. Finance Member, BDA, Bengaluru.
6. Team Leader, SECON Pvt Ltd, Bengaluru
7. File.